

PROJECT: _____

ADDRESS: _____

PROJECT TYPE: _____ Rural Rental Housing (RRH) _____ Community Facility (CF)

CONFERENCE LOCATION: _____

DATE: _____ TIME: _____ AREA OFFICE: _____ COUNTY: _____

[illegible]

- 1 -

(USE SEPERATE SHEET FOR EACH CONTRACT)

CONTRACT NO.:_____FOR:_____

CONTRACTOR:_____Federal ID #:_____

ADDRESS:_____

PROJECT COORDINATOR:_____

OFFICE PHONE: (_____)_____FAX: (_____)_____

JOB SITE REPRESENTATIVE:_____PHONE:
(_____)_____

AFTER HOURS CONTACT:_____PHONE:(_____)_____

CONTRACT INFORMATION AND RESPONSIBILITIES OF CONTRACTOR

1. Starting date for this Contract is_____, 20_____.
Notice To Proceed issued or to be issued on _____, 20_____.
2. Completion time for this Contract is_____consecutive calendar days.
Contract is to be completed by_____, 20_____.
3. Liquidated damages if Contract is not completed within Contract Time will be
\$_____per calendar day.
4. Contract amount is \$_____.
5. Contractor shall perform all Work required by and specified in the Contract Documents in a workmanlike and professional manner. Properly store and protect all materials. Properly dispose of all waste and excess materials.
6. The Work shall be in accordance with the International Building, Plumbing and Mechanical Codes, the National Electrical Code, the RD Thermal Standards and applicable Federal, State and Local Laws, Codes, and Regulations.
7. Contractor shall check and approve Shop Drawings before submittal to the Architect.
8. Maintain Plans and Specifications, approved Shop Drawings and Samples, an As-Built record set of drawings, etc. **on the job site** during construction.
9. Prior to the Contractor's first Application for Payment, provide the following for the Architect's approval. Provide one (1) approved copy of each to RHS:
 - a. Itemized cost breakdown on Application for Payment form.
 - b. Contractor's Progress/Construction Schedule.
 - c. List of Subcontractors and Suppliers.

10. Contractor shall obtain all construction permits, ie. local Building Permits, etc., prior to the start of construction; and all required approvals upon completion of the project, ie. PA L&I Occupancy Permit, PennDOT Highway Occupancy, Elevator Approval, etc. Provide copies to RHS.
11. All Plumbing and Electrical work installed underground, within the contract limits on the site, and inside of all buildings shall be inspected and approved in writing (prior to cover up and at final completion) by an Independent Inspection Agency approved by the Architect.

The approved Agency shall retain qualified inspectors, certified and licensed by the National Certification Program for Construction Code Inspectors (NCPCCI), to inspect and approve all Plumbing and Mechanical work in accordance with the BOCA National Codes and all Electrical work in accordance with the National Electrical Code. Copies of the Inspectors' Certifications shall be posted on the construction site in the job trailer. Approval of the Work shall be documented with the Agency's Approval Sticker on the Job Set of drawings. Provide Certifications of Code Conformance upon completion.

All costs for the services of the Independent Inspection Agency shall be the responsibility of the Contractor.

12. Provide all Warranties, Guarantees, Maintenance Manuals, As-Built Drawings, etc., as required by the Contract Documents and RHS. Submit to the Owner through the Architect upon completion of the Work.
13. All Mitigation Measures required by the Agency's Environmental Assessment for the project must be complied with.

OWNER: _____

ADDRESS: _____

OWNER'S REPRESENTATIVE: _____

OFFICE PHONE: (_____) _____ FAX: (_____) _____

AFTER HOURS CONTACT: _____ PHONE: (_____) _____

RESPONSIBILITIES OF OWNER

1. The Owner is the contracting entity and a direct party to the Contract. Although RHS is interested in the proper execution of the Contract, it is not a party to the Contract, nor will it incur any responsibility or liability thereunder. The Owner is the responsible authority, without recourse to RHS, regarding the settlement of all contractual and administrative issues.
2. Complete all financial arrangements to obtain funds necessary for construction. Any expenditures unacceptable to RHS will be the responsibility of the Owner from other than RHS scheduled project funds.
3. Obtain all of the necessary approvals, ie. PA L&I Approval, Highway Occupancy Permit, etc.; and all rights-of-way and easements to construct the project.
4. Issue Notice to Proceed (only after obtaining all approvals and rights-of-way).
5. Authorize monthly partial or final payments to the Contractor(s).
6. Review and approve Change Orders prior to inclusion on Applications for Payment.
7. Act on requests for extensions of the Contract Time immediately following request by the Contractor(s), not at the end of the construction period.
8. Familiarize itself with the provisions of the Contract(s) and make periodic visits to the construction site to observe the progress and performance of the Work. Attend Substantial Completion and Final Inspections.
9. Send monthly report along with the Contractor's Application for Payment to RHS with the following information:
 - a. Comparision of actual construction completed with the Construction Schedule.
 - b. If schedule has not been met, explain why.
 - c. Explanation of cost overruns and how they are to be paid for.
 - d. Any problems that could delay completion of the Work within the Contract Time. What is being done or planned to solve these problems?
 - e. List of all Change Orders approved by the Owner.

10. Send notification letter to all Residents in a complex to be renovated or rehabilitated, stating factual information on the project and the Work to be done.
11. Accept the Work following final inspection and satisfactory completion as certified by the Architect/Engineer. Provide RHS with copies of the documents listed on the Final Project Approval and Documents Checklist prior to occupancy/closing.
12. Obtain prior approvals from RHS for use of any unused funds for any changes in the Work.
13. Provides RHS with the items needed to obtain Loan Closing Instructions from the Office of General Counsel (OGC). This includes a copy of the recorded deed, title binder showing the dollar amount and the USA/RHS as insured, list of chattel information to be shown on the Security Agreement, and the Interest Rate Election Form. This process should begin shortly after the start of construction, and be completed about three (3) months prior to the anticipated Loan Closing.
14. Assure that all Mitigation Measures required by the Agency's Environmental Assessment for the project are complied with.
15. Notify RHS of ground breaking, ribbon cutting, open house, etc. at least 30 days in advance, if at all possible.

ARCHITECT: _____

ADDRESS: _____

PROJECT ARCHITECT: _____

OFFICE PHONE: (_____) _____ FAX: (_____) _____

INSPECTING ARCHITECT: _____

OFFICE PHONE: (_____) _____ FAX: (_____) _____

RESPONSIBILITIES OF THE ARCHITECT

1. The Owner's professional/technical representative during the construction period. All instructions to the Contractor shall go thru the Architect. Assist the Owner and the Contractor in obtaining all permits and approvals required for the project.
2. Interpret the Drawings and Specifications.
3. Make weekly inspections to determine if the Work is in conformance with the Contract Documents, Plans, and Specifications.
4. Provide copies of the Inspection Report for each inspection to the Owner, Contractor, RHS (one copy to the State Architect, one to the Construction Analyst, and one to the Area Office) and Interim Lender (if applicable). In addition to the project progress and weather, the report should document discussions or questions raised, instructions/guidance given, deficiencies noted, corrections made, change orders, etc.
5. Review and Certify partial and final Applications for Payment.
6. Review, prepare, and approve all Change Orders. Advise the Owner and RHS of any changes and/or problems encountered on the project, ie. additions or deletions, cost increases or decreases, delays in completion, potential litigation, etc.
7. Check and approve Shop Drawings, Samples and color selections.
8. Review for completeness and adequacy all Warranties, Guarantees, Maintenance Manuals, and the record set of As-Built Drawings.
9. Perform Substantial Completion and Final Inspections of all construction, and issue Completion Certificates. The Certificate of Substantial Completion, **AIA Document G704**, shall be signed by the Architect, Owner & Contractor, and provided to RHS and the parties to the contract.

RESIDENT INSPECTOR: _____

ADDRESS: _____

OFFICE PHONE: (_____) _____ FAX: (_____) _____

AFTER HOURS CONTACT: _____ PHONE: (_____) _____

RESPONSIBILITIES OF THE RESIDENT INSPECTOR (if applicable)

1. Architect's and Owner's Representative on the project.
2. Be familiar with all requirements of the Contract Documents, Plans and Specifications.
3. Review all construction and materials to determine conformance with the Contract Documents. **Do not direct** the construction workers. Report any deficiencies to the Architect.
4. Consult with the Contractor and Architect in preparing the monthly Applications for Payment. Assist RHS Representative during the monthly visits to ascertain completed Work.
5. Observe all testing and record results in Daily Diary.
6. Attend Substantial Completion and Final Inspections with Owner, Architect, Contractor, RHS and others.
7. Maintain Daily Diary (hard bound book with all pages numbered). All entries shall be made in ink, on a daily basis and should include:
 - a. Date
 - b. Weather conditions
 - c. Work performed
 - d. Numbers of people, equipment, etc. on the job
 - e. Inspectors on the job
 - f. All pertinent information and significant happenings
 - g. Accounts of substantive discussions
 - h. Directives received
 - i. Instructions given to the Contractor
 - j. Test results
 - k. Change Orders
8. Furnish weekly report to the Owner, with a copy to the Architect, Contractor and RHS Area Office.

RHS AREA OFFICE:_____

ADDRESS:_____

RURAL DEVELOPMENT SPECIALIST:_____

OFFICE PHONE: (_____)_____ FAX: (_____)_____

CONSTRUCTION ANALYST:_____

ADDRESS:_____

OFFICE PHONE: (_____)_____ FAX: (_____)_____

RESPONSIBILITIES OF USDA/RHS

1. Lender or Insurer of the permanent financing. Obligates loan to defray the costs of the project.
2. Determines that the Conditions of the project approval are being met and that loan funds are expended for authorized project costs.
 - a. Reviews and accepts partial and final Applications for Payment, and authorizes payment.
 - b. Reviews for acceptance all Contract Change Orders.
 - c. Maintains record and Status of Funds expended for the project.
 - d. Participates in Substantial and Final Inspections.
3. Inspections, reviews and approvals made by RHS are solely to protect the security interests of the Government. The Owner is responsible for making regular inspections and reviews to adequately protect its own interests.
4. Notify the RHS State Office to request Closing Instructions at least 60 days prior to the anticipated Loan Closing date.
5. Assure that all Mitigation Measures required by the Agency's Environmental Assessment for the project are complied with.

OUTLINE FOR PRECONSTRUCTION CONFERENCE

1. **APPLICATIONS FOR PAYMENT.** Payments are made monthly for 90% of the value of the Work completed, less previous payments (unless changed by the Contract Documents). There will be only one payment per month. The amount retained will be 10% (unless changed by the Contract Documents). Retainage will not be released prior to Substantial Completion of the entire Project.
 - a. Regular monthly meetings of the Owner are on the _____ of each month. The "Cut-off" date for Applications for Payment will be the _____ day of the month. The Contractor shall prepare the Application for Payment to the same "Cut-off" date each month. The **AIA Documents G702 and G703** will be used for the Applications for Payment.
 - b. The Application for Payment must be reviewed, checked and certified by the Architect. The Contractor and Architect should be in agreement on the quantities and amounts before the Application is finalized.
 - c. An RHS Representative will visit the project each month, usually within 4 or 5 days following the "Cut-off" date, to review the Application for Payment and the Work completed with the Architect.
 - d. The Application and Certificate for Payment, notarized and certified by both the Contractor and the Architect, will be submitted for approval at the Owner's regular monthly meeting, along with the Status of Funds Report. The Application will then be delivered to the RHS Area Office for signature. RHS will mail the approved Application for Payment to the Interim Lender, who is then authorized to issue checks.
 - e. Interim Lender: _____
Address: _____
Attn: _____
Phone:(_____)_____ Fax:(_____)_____
2. **PROCEDURE FOR REQUEST FOR EXTENSION OF TIME.**
 - a. The Contractor must submit the request, in writing, to the Architect within 20 days of the commencement of the delay; otherwise, it shall be waived. Requests for an extension of time must state the reason for the request with backup documentation.
 - b. The Owner will consider and act on the request with the assistance of the Architect . The Owner must consider whether additional inspection and/or financing costs will be involved and who will pay these costs. All extensions of time will be by Contract Change Order.

3. **CONTRACT CHANGE ORDERS.** Adequate funds are available to pay each Contract as awarded. Changes in the Work, Contract Time or Contract Sum will require a Contract Change Order, **RD Form 1924-7** (copy in the Contract Documents).
- a. Lump Sum Contracts. Will require a Change Order for any increase or decrease in the Contract cost.
 - b. The Contractor shall not perform additional work or changes without the approval of all parties, including RHS, except in emergencies affecting life or property.
 - c. All Change Orders must include a detailed justification for the change and, as backup material, a complete itemized cost breakdown for all materials, labor, etc. (on the Contractor's letterhead) along with a copy of a Change Order drawing (if applicable). All Change Orders must state the **source of any additional funds** needed to pay for the Change.
 - d. Contract Change Orders should be submitted to RHS for acceptance as early as possible and always before the work covered by the Change Order is accomplished. Change Orders shall not be included in the monthly Application for Payment until executed by all parties ie, Owner, Contractor, Architect and RHS. RHS will not approve payment requests for Change Order work not accepted by RHS.
 - e. Failure to follow these procedures and requirements may result in:
 - 1. Delay in payment to the Contractor.
 - 2. No payment to the Contractor for the additional or changed work.
 - 3. RHS not making funds available for the project permanent financing.
4. **WAGE RATES AND EQUAL EMPLOYMENT OPPORTUNITY.**
- a. Applicable wage rates (State/Federal) are as included in the Contract Documents. Contractors will be responsible for payment of these minimum rates. Certified copies of payrolls to be furnished weekly to the Owner. No copy required by RHS.
 - b. The Owner and Contractor are to submit equal opportunity reports as may be required to the Department of Labor. For projects involving the Davis-Bacon Act and/or HUD/ARC, the Owner shall submit a copy of the payroll to the RHS Area Office.
5. **SAFETY REQUIREMENTS.** The Contractor is completely responsible to observe and comply with all laws, rules, and regulations of all regulatory bodies; and subject to OSHA inspections and fines for violations. RHS is not responsible to police the job for compliance.

6. **PERMITS AND RIGHTS-OF-WAY.** The Owner has obtained all approvals and rights-of-way except:

The Contractor will perform the Work within the Contract Limit Lines and the rights-of-way. All permits have been obtained except:

7. **INSPECTIONS AND SITE VISITS.**

- a. Weekly by the Project Architect.
- b. Daily by the Resident Inspector (if applicable)
- c. Others:
 - 1. OSHA
 - 2. Owner will make periodic inspections with the Architect. However, instructions to the Contractor will be issued only through the Architect.
 - 3. The RHS Representative will visit the project on at least a monthly basis to review the job progress with the Architect.

8. **ACCEPTANCE AND FINAL PAYMENT.** The procedure to be followed is specified in the Contract Documents. The Owner, Contractor, Architect, RHS Representative, and applicable Federal and State Agencies are to participate in the Final Inspection. Final payment will not be made until the Work is completed, accepted by the Owner, all Change Orders are approved, and the Substantial Completion date is established for the beginning of the maintenance/warranty period. Provide all Final Project Approvals and Documents to RHS prior to final payment (see the checklist).

9. **RRH COST CERTIFICATION.** An audit of construction costs, RD Form 1924-13, is required prior to final payment where there is an Owner/Contractor Identity of Interest.

10. **PROJECT SIGNS.** Use the RD prescribed format. Locate as directed by the Architect.

11. **DISTRIBUTION.** The Architect's Inspection Reports, Soils Compaction Reports, Concrete Reports, Contract Change Orders, and other data pertinent to the performance and payment of the Contract shall be distributed by the Architect to the following (as applicable):

- a. Owner
- b. Contractor(s)
- c. Resident Inspector
- d. Interim Lender
- e. RHS Area Office
- f. RD Construction Analyst
- g. RD State Architect

12. **INSTRUCTIONS BY THE ARCHITECT.** Additional specific instructions, questions and discussions should be documented by the Architect and **attached to this Record of Preconstruction Conference**, ie.:
- a. Procedure for submission and review of Shop Drawings and Samples.
 - b. Requirements for job trailers and temporary facilities.
 - c. Compaction and Concrete Test Reports.
 - d. Payment for stored materials.
 - e. Approval, testing and inspection requirements.
 - f. Other.

FINAL PROJECT APPROVALS AND DOCUMENTS CHECKLIST

UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL DEVELOPMENT

RURAL HOUSING SERVICE

PROJECT: _____

LOCATION: _____ RHS AREA OFFICE: _____

PROJECT TYPE: ☐ Rural Rental Housing (RRH) ☐ Community Facility (CF) DATE: _____

REQ'D REC'D OCCUPANCY

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | 1. PA Dept. of Labor & Industry Certificate of Occupancy. |
| <input type="checkbox"/> | <input type="checkbox"/> | 2. PA Dept. of Health Certificate of Occupancy. |
| <input type="checkbox"/> | <input type="checkbox"/> | 3. Local Certificate of Occupancy or Approval. <input type="checkbox"/> Boro <input type="checkbox"/> Fire Dept. <input type="checkbox"/> _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 4. PA Dept. of Labor & Industry Elevator Certificate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 5. PA Dept. of Labor & Industry Boiler Approval. |
| <input type="checkbox"/> | <input type="checkbox"/> | 6. Electrical Certificate of Code Conformance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 7. Plumbing Certificate of Code Conformance. |
| <input type="checkbox"/> | <input type="checkbox"/> | 8. Sprinkler System Test Certificate. |
| <input type="checkbox"/> | <input type="checkbox"/> | 9. Water quality test and evidence of plumbing sanitizing. |
| <input type="checkbox"/> | <input type="checkbox"/> | 10. Certificate of Substantial Completion (AIA Document G704) with Punch List. |
| <input type="checkbox"/> | <input type="checkbox"/> | 11. Owner's insurance coverage on the buildings to be occupied. |
| <input type="checkbox"/> | <input type="checkbox"/> | 12. _____ |

FINAL ACCEPTANCE AND CLOSING

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | 13. Final Inspection Report (Form RD 1924-12) with all signatures (by RHS). |
| <input type="checkbox"/> | <input type="checkbox"/> | 14. Executed copies of all Contract Change Orders (Form RD 1924-7). |
| <input type="checkbox"/> | <input type="checkbox"/> | 15. Consent of Surety to Final Payment (AIA Document G707). |
| <input type="checkbox"/> | <input type="checkbox"/> | 16. Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706). |
| <input type="checkbox"/> | <input type="checkbox"/> | 17. Contractor's Affidavit of Release of Liens (AIA Document G706A). |
| <input type="checkbox"/> | <input type="checkbox"/> | 18. Contractor's Release (Form RD 1924-9). |
| <input type="checkbox"/> | <input type="checkbox"/> | 19. Release of Claimants (Form RD 1924-10). |
| <input type="checkbox"/> | <input type="checkbox"/> | 20. Builder's Warranty (Form RD 1924-19). |
| <input type="checkbox"/> | <input type="checkbox"/> | 21. Contractor's Certificate of Actual Cost (Form RD 1924-13). |
| <input type="checkbox"/> | <input type="checkbox"/> | 22. PA SHPO Certification of Completed Work (for Historic Preservation). |
| <input type="checkbox"/> | <input type="checkbox"/> | 23. Termite Treatment Certificate (Forms NPCA-99a & NPCA-99b, See RD AN 3516). |
| <input type="checkbox"/> | <input type="checkbox"/> | 24. Soil Compaction Certification. |
| <input type="checkbox"/> | <input type="checkbox"/> | 25. Insulation Certification. _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 26. Cabinet Certification (NKCA Seal). _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 27. Carpet Certification (backstamped carpet). _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | 28. Evidence that the Owner has received As-Built Drawings and Warranty Manual. |
| <input type="checkbox"/> | <input type="checkbox"/> | 29. Documentation of compliance with Environmental Assessment Mitigation Measures. |
| <input type="checkbox"/> | <input type="checkbox"/> | 30. _____ |

Note: ALL approvals and documents should be provided to RHS prior to Final Payment on the Contract.